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DEMAREST PUBLIC SCHOOLS  
DEMAREST, NEW JERSEY

1969 - 70

AGREEMENT

BOARD OF EDUCATION

and the

DEMAREST EDUCATION ASSOCIATION

AGREEMENT made the       day of June , 1969, between  
DEMAREST BOARD OF EDUCATION, hereinafter called the "Board",  
and DEMAREST EDUCATION ASSOCIATION, hereinafter called the  
"Association".

## ARTICLE I

### RECOGNITION

A. The Board recognizes the Association as the exclusive collective bargaining representative of all members of the teaching staff and all specialists, including the nurse, the librarian and the psychologist, excluding all supervisory personnel and the social worker.

B. Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in paragraph A above.

C. Whenever the word "part-time employee" is used in this Agreement, it shall be deemed to mean any employee in the bargaining unit covered by this Agreement, as defined in paragraph A above, who is regularly scheduled to work less than a total of four (4) full days a week.

## ARTICLE II

### POWERS OF THE BOARD OF EDUCATION AND ITS SUPERINTENDENT OF SCHOOLS

Except as explicitly limited by a specific provision of this Agreement and Chapter 303, P.L. 1968, the Board, acting directly or through its Superintendent of Schools, shall continue to have the exclusive right to take any action it deems appropriate in the superintendence, management, and control of the educational affairs of the school district, and to this end it hereby reserves to itself all powers, functions, and prerogatives granted expressly or by implication, or reasonably necessary to discharge the duties imposed by the statutes of the State of New Jersey.

The Board's not exercising any function hereby reserved to it, or its exercising any function in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the board from exercising the same in some other way not in direct conflict with the express provisions of this Agreement and Chapter 303, P.L. 1968.

## ARTICLE III

### DUES DEDUCTION

#### A. AUTHORIZATION

1. When an employee duly executes and delivers to the Board an authorization for Association dues deductions, in the form set forth in paragraph B, below, the Board shall make such dues deductions in accordance with that authorization. Each such dues deduction shall be made from the first wage payment of each month of the said employee but in no event earlier than two (2) weeks from the date the said authorization is received by the Board. Any amount so deducted from the wages of an employee shall be remitted to the Treasurer of the Association once in each month on or before the expiration thereof.

2. The Board shall continue to make such dues deductions so long as the following conditions are met:

- a. The authorization remains in effect,
- b. The individual remains an employee as defined in paragraph B of Article I of this Agreement, and
- c. The Association remains the representative of the employee for the purpose of collective bargaining.

#### B. FORM OF AUTHORIZATION

The recognized form of authorization for dues deduction is as follows:

DUES DEDUCTION AUTHORIZATION

I, the undersigned, an employee of Demarest Board of Education, do hereby authorize my employer for the 1969-1970 school year to deduct from my wages, the first payroll period of each month, an amount sufficient to provide for payment of the regular monthly membership dues of the organizations indicated below, and to transmit same forthwith to the Treasurer of the Association.

This authorization is to take effect immediately and to continue in full force and effect until written notification of its withdrawal by the undersigned is filed with the Board of Education. The filing of such notice of withdrawal shall be effective to halt deductions as of January 1 next succeeding the date on which such notice of withdrawal is filed. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all of its officers from any liability therefor.

I DESIGNATE THE DEMAREST EDUCATION ASSOCIATION TO RECEIVE AND DISTRIBUTE DUES AS FOLLOWS:

<input type="checkbox"/> DEA	DEMAREST EDUCATION ASSN.	: 1969-70 SCHOOL YEAR DUES OR AS CERTIFIED BY THE ORGANIZATION	: \$
<input type="checkbox"/> BCEA	BERGEN COUNTY EDUCATION ASSN.	:	: \$
<input type="checkbox"/> NJEA	NEW JERSEY EDUCATION ASSN.	:	: \$
<input type="checkbox"/> NEA	NATIONAL EDUCATION ASSN.	:	: \$
TOTAL AMOUNT		:	: \$

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature of Employee here)

\_\_\_\_\_  
(Address of Employee)

\_\_\_\_\_  
(Social Security No.)

\_\_\_\_\_  
(Type or print name of Employee here)

C. AMOUNT OF DUES

The Association shall notify the Board in writing of the amount of regular monthly membership dues. If this amount is changed at any time, the Association must officially give notice to the Board in writing. But in order to give time for necessary adjustments in the payroll system, such notice shall not be effective until thirty (30) days after its receipt by the Board.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. A Grievance is a claim by an employee that the Board or its representatives have violated an express provision of this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. PROCEDURE

1. All grievances of employees shall be taken up in accordance with the following procedure:

FIRST STEP: The employee and/or his representative shall take the matter up directly with the employee's Building Principal within ten (10) days after cause of complaint arises. The Building Principal shall give his answer within three (3) school days thereafter.

SECOND STEP: If no satisfactory settlement is reached in the First Step, the Association shall reduce the grievance to writing and present it to the Superintendent within five (5) school days after the Building Principal shall have given his answer in the First Step.

After such filing, the Association shall meet with the Superintendent or his designee for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner. The Superintendent or his designee shall render a written decision within ten (10) school days after such meeting.

THIRD STEP: If no satisfactory settlement is reached in the Second Step, the Association may, within ten (10) school days after the receipt of the answer at the Second Step, request in writing a formal hearing before the Board which shall be held within thirty (30) days thereafter. The Board shall render a written decision setting forth its findings and conclusion within thirty (30) days after the hearing is concluded.

2. Any disposition of a grievance from which no appeal is taken within the time limits specified in paragraph B(1) above shall be deemed resolved and shall not thereafter be subject to the grievance provisions of this Agreement.



## ARTICLE V

### SALARIES

A. The salary guide for the nurse, the librarian and all teachers covered by this Agreement is set forth in Appendix A.

B. An employee shall receive all increments on the salary guide and all increases, provided he receives a satisfactory evaluation from the Superintendent and from those charged with supervisory responsibility, and provided such increment or increase is approved by the Board.

C. In the event that a tenure employee receives an unsatisfactory evaluation during the school year, such employee shall receive written notice of such unsatisfactory evaluation and shall have until February 15th of the following school year to correct and overcome the same. If by February 15th of the following school year, the employee shall not have corrected or overcome his unsatisfactory performance, he shall not receive any increment or increase for the following school year, provided that a tenure employee shall receive written notice that he shall not receive any such increment or increase by February 25th and provided further that if such tenure employee desires, he shall be afforded a formal hearing before the Board with or without

representation to contest such action if he submits a written request to the Board within two (2) weeks after receipt of said written notice.

D. If an employee requests a formal hearing before the Board pursuant to paragraph C above, he shall receive such hearing within sixty (60) days. The Board shall render a written decision setting forth its findings of fact and conclusion within twenty (20) days after the hearing is concluded.

E. When such tenure employee again receives a satisfactory evaluation, such employee shall progress the following year to the next highest step on the salary guide.

ARTICLE VI

INSURANCE PROTECTION

A. The Board shall provide the following insurance protection for individual employees covered by this Agreement:

1. Blue Cross and Blue Shield with Rider J
2. Major Medical Insurance

B. Dependents of employees may be included in the above insurance plans if the employee assumes the added cost of such coverage.

C. The Board shall prorate premium payments for all part-time employees. Such employees shall contribute by way of authorized payroll deduction the difference between the premium and the amount paid by the Board.

## ARTICLE VII

### TUITION REIMBURSEMENT

The Board shall pay in the following manner a maximum of \$6,000 toward the reimbursement of a maximum of 75% of the aggregate tuition costs of approved courses incurred by all employees:

A. The Board shall pay a maximum of \$3,000 toward the reimbursement of a maximum of 75% of the aggregate cost of the first three (3) credits taken by all employees in any one year. In the event that 75% of the total amount expended by all employees for the first three (3) credits exceeds \$3,000, the Board shall pay each such employee an amount equal to the product of 75% of the cost incurred by each such employee for such first three (3) credits multiplied by a fraction, the numerator of which is \$3,000 and the denominator of which is 75% of the total amount expended by all employees for those credits. In the event that 75% of the total amount expended by all employees for the first three (3) credits shall be less than \$3,000, the Board shall apply the remainder of the \$3,000 pursuant to paragraph B, below.

B. The Board shall pay the balance of the \$6,000 (such balance being the sum of \$3,000 and the remainder, if any, referred to in paragraph A, above) toward the reimbursement of a maximum of 75% of the aggregate cost of credits over and above the first three (3) credits taken by all employees. In the event that 75% of the total amount expended by all

first three (3) credits exceeds such balance, the Board shall pay each such employee an amount equal to the product of the cost incurred by each such employee for credits over and above the first three (3) credits and a fraction, the numerator of which is the aforesaid balance and the denominator of which is the total amount expended by all employees for such credits over and above the first three (3) credits.

C. In no event shall the Board reimburse an employee for more than 75% of his tuition costs.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### A. PERSONAL ILLNESS LEAVE

1. Personal illness leave is defined to mean absence of the employee from his post of duty because of personal or family disability due to illness or injury.

2. All regular full-time employees shall be allowed personal illness leave for ten (10) working days in any school year. Personal illness leave not utilized by an employee in any one year shall be accumulated and may be used as required for personal illness in subsequent years so long as the employee continues in service within the school district.

3. Whenever the absence covered by paragraph 1 above exceeds the employee's current and accrued leave allowance, and the employee is regularly employed full-time, the employee shall receive his salary less the established rate of substitute pay, whether or not a substitute is employed, for a period of five (5) working days for each year of employed service in the Demarest Public Schools.

4. Personal illness leave shall be prorated for all full-time employees who begin service after the school year has started and for all part-time employees.

5. Any employee whose absence for personal illness is for a period of more than five (5) consecutive days may be required

furnish a medical statement from the attending physician certifying to the disability.

B. BEREAVEMENT LEAVE

1. When a death occurs in a full-time employee's immediate family (husband, wife, children, mother, father, brothers and sisters), the employee shall be allowed four (4) days absence with full pay.

2. When the death of a relative outside the immediate family of a full-time employee occurs, the employee shall be allowed one (1) day absence with full pay.

3. Bereavement leave shall be prorated for all full-time employees who begin service after the school year has started and for all part-time employees.

C. PERSONAL LEAVE

1. Full-time employees shall be allowed a total of three (3) days per year for leave on matters of personal business upon application therefor to the Superintendent. The first day of personal leave shall be with full pay, and the second and third days of such leave shall be with full pay less the remuneration paid to the employee's substitute.

2. This leave shall be non-cumulative.

3. Personal leave shall be prorated for all full-time employees who begin service after the school year has started and for all part-time employees.

D. EXPLANATION OF ABSENCE FOR ILLNESS,  
FAMILY OR PERSONAL BUSINESS

In all cases it shall be the right of the principal to request an explanation by the employee of his absence and such additional evidence as the employee may reasonably be expected to provide to substantiate the reason for his absence. The employee shall explain his absence on an "Absentee Notice" form, which is set forth in Appendix B. Refusal by the employee to explain his absence and/or to provide reasonable documentation to substantiate his explanation, may be considered a violation of this Agreement, and may be considered a reasonable basis for loss of compensation for the day(s) in question.

E. RELIGIOUS OBSERVANCE LEAVE

1. Full-time employees shall be granted no more than three (3) days absence with full pay for the observance of religious holidays except when they shall fall within the period of normally scheduled school holidays. Such holidays may be taken only from the list of those announced each year by the New Jersey State Department of Education.



2. A minimum of one (1) week's notice of the taking of such holiday shall be given to the Building Principal.

3. Religious observance leave shall be prorated for all full-time employees who begin service after the school year has started and for all part-time employees.

F. MILITARY LEAVE

Military leave shall be granted in accordance with applicable law.

G. MATERNITY LEAVE

1. Maternity leave without pay shall be granted to all married women employees under tenure for a period not to exceed one year, provided application therefor is made prior to the commencement of the fourth month of gestation. Such leave shall become effective no later than a date which shall be prior to the commencement of the fifth month of gestation. No experience credit shall be given for the period of the leave, whether for salary purposes or by way of seniority.

2. Sixty days prior to the expiration of said leave the employee shall give notice to the Superintendent of her intent to return. In the absence of such notice, her employment will be terminated.

3. The Board shall provide the employee with a written reminder of the requirements of paragraph G(2) above at the time leave commences.

63 Highland Avenue  
Demarest, New Jersey 07627  
June 25, 1969

Demarest Education Association  
Demarest Public School  
Piermont Road  
Demarest, New Jersey

Attention: Mr. Dennis McDonald

Gentlemen:

On behalf of the Demarest Board of Education, I hereby agree that the Board will negotiate with the Demarest Education Association to incorporate in the 1969-70 Agreement any additional provisions that may be necessary to obtain the assistance of the New Jersey Public Employment Relations Commission, by way of non-binding recommendations, for the resolution of any grievance the third-step answer to which is unsatisfactory to the Association.

Very truly yours,

Harry C. Dunham  
Teachers Committee Chairman